

**BLUECROSS-BLUESHIELD OF
TENNESSEE, INC.
WEBSITE LINKING AGREEMENT
(Linking Agreement)**

THIS WEBSITE LINKING AGREEMENT (the "Agreement") made as of this ___ day of _____, 20___ (the "Effective Date"), by and among BlueCross BlueShield of Tennessee, Inc. ("BCBST") and _____, ("Owner"), under the following circumstances:

RECITALS

A. BCBST maintains a website with the current URL of www.bcbst.com (this website or any successor website referred to as the "BCBST Website") on which BCBST offers information relating to BCBST's health care benefits.

B. Owner maintains a website with the current URL(s) of

www.
www.
www.
www.

(this website or any successor website referred to as the "Owner Website") on which Owner offers

C. Owner desires that a hyperlink be provided to BCBST's website and that Owner shall prominently display the hyperlink to the website.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter set forth, and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Linking Obligations.

1.1 **Owner's Linking Obligations.** Owner shall prominently display a hyperlink [on each main introductory page] OR [at a location to be determined in the sole discretion of Owner] of the Owner Website to the BCBST Website with information provided by BCBST.

2. Rights Granted by BCBST.

2.1 **License.** BCBST grants to Owner a nonexclusive, nontransferable (without right to sublicense), license to link to the BCBST Website in accordance with the specifications set forth in this Agreement. Owner shall link to the BCBST Website only through the Owner Website, and shall not link to the BCBST Website through any other URL or mirrored site without the prior written consent of BCBST. In addition, Owner shall not (a) display or use the link in a manner that causes the BCBST Website or any portion of its content to display within a frame, be associated with any advertising or sponsorship not part of the BCBST Website, or otherwise incorporate BCBST Website content into a third party website; (b) display or use an inline link to any other information file contained in the BCBST Website; (c) alter, block, or otherwise prevent display of any content of the BCBST Website; (d) link to the BCBST Website if, to a reasonable person, Owner's Website may be obscene, defamatory, harassing, grossly offensive, or malicious; and/or (e) display or use the link in any manner that construes BCBST to be a part of or endorse Owner or Owner's products or services, including, but not limited to, display of the BCBST link in a font language larger than other brands on the Owner Website.

2.2 **Trade Marks.** BCBST grants to Owner a nonexclusive, nontransferable (without right to sublicense) license to use, during the term of this Agreement, BCBST's name, logo and certain other trademarks, trade names and service marks of

BCBST (the "BCBST Licensed Marks"), solely for purposes of linking the Owner Website to the BCBST Website. Owner agrees that the BCBST Licensed Marks are and will remain the sole property of BCBST and agrees not to contest the ownership of the BCBST Licensed Marks, nor misappropriate the BCBST Licensed Marks for its own use. BCBST reserves all rights to control the use of the BCBST Licensed Marks, and Owner shall not use, change, or modify the BCBST Licensed Marks in any manner without prior written authorization from BCBST. Owner shall (1) cause the appropriate designation "™" or the registration symbol "®" to be placed adjacent to the BCBST Licensed Marks in connection with each use or display thereof and to indicate such additional information as BCBST shall reasonably specify from time to time concerning the use of the BCBST Licensed Marks, and (2) comply with all applicable laws pertaining to trademarks in force.

2.3 **Reservation of Rights.** Except as expressly granted in this Agreement, Owner shall have no other rights of any kind in the BCBST Licensed Marks, the BCBST Website or the services therein. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any of BCBST's intellectual property or proprietary technology other than the use of the BCBST Website and BCBST Licensed Marks in accordance with the terms of this Agreement. Owner acknowledges that the BCBST Website is the sole property of BCBST, and this Agreement only grants Owner a limited right to link to the BCBST Website under the terms and conditions of this Agreement. Owner further acknowledges that use of the BCBST Licensed Marks or the BCBST Website contrary to the terms of this Agreement shall cause irreparable harm to BCBST for which monetary damages are an inadequate remedy. Owner consents to the jurisdiction of any court of equity in which BCBST seeks an injunction restraining such breach or threatened breach and to seek specific performance of any provision of this Agreement.

3. Obligation of Owner.

3.1 **Technical Obligations.** Owner agrees to provide any graphics, text, or technical services necessary to set-up and maintain the appropriate links to the Owner Website for the term of this Agreement and in accordance with the specifications set forth in this Agreement.

3.2 **Disclosure.** Owner shall comply with all regulations and policies set forth by BCBST and BlueCross BlueShield Association ("BCBSA") and as posted on the BCBST Website and the BCBSA Website, as amended and revised from time to time, as such regulations and policies relate to linking to the BCBST Website, including but not limited to disclosure regulations as they relate to BCBST and BCBSA Licensed Marks and the brands of BCBST and BCBSA ("Brands"). Owner shall provide Disclosure Statements (as defined below) written within immediate proximity of any link to the BCBST Website or BCBSA's Internet website (the "BCBSA Website").

For purposes of this Agreement, "Disclosure Statement" shall include the following statement, which shall be located in immediate proximity to the appropriate link or Licensed Mark: "BlueCross BlueShield of Tennessee, Inc. serves the businesses and residents of the State of Tennessee and is an independent licensee of BlueCross BlueShield Association, Inc. BlueCross BlueShield Association is an association of independent plans."

3.3 **Privacy Policy.** Owner agrees to maintain an appropriate privacy policy that accurately details the privacy practices of their organization. This policy will be reviewed by BCBST to ensure compliance with the HIPAA Business Associate Agreement prior to granting approval for linking to www.bcbst.com.

4. Representations of Owner.

Owner represents and warrants that the Owner Website contains no obscene, defamatory, harassing, offensive, or malicious material, and Owner further represents that the Owner has no knowledge of any plan to implement any such material into the Owner Website.

5. Confidentiality.

Each party acknowledges that it will have access to certain information and materials concerning the other party's business, plans, customers, code and products that are confidential and of substantial value to such party (referred to in this Section as "Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. The terms of this Agreement shall be deemed to be Confidential Information. Except as may be required by law or regulation, each party agrees to maintain all Confidential Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement. Any other use of confidential information collected in conjunction with this Agreement is restricted by the terms of the HIPAA Business Associate Agreement. The terms of this Section shall survive the termination of this Agreement for a period of ten (10) years.

6. Term and Termination.

6.1 **Term.** The term of this Agreement shall be twelve (12) months from the Effective Date and shall automatically renew for additional twelve (12) month periods unless terminated earlier as provided below.

6.2 **Termination.** Owner may cancel this Agreement at any time on sixty (60) days written notice. Owner may terminate this agreement without sixty (60) days written notice if BCBST fails to cure a default of a material obligation in this Agreement within thirty (30) days of receiving written notice specifying such default.

BCBST may terminate this agreement at any time and for any reason without prior notice.

6.3 **Effect of Termination.** Upon termination of this Agreement for any reason, all rights and licenses granted under this Agreement shall terminate, and Owner shall immediately cease use of licensed marks and immediately remove any links to the website.

7. Limitation of Warranties.

BCBST shall have no obligation to verify the current or continued accuracy of any information provided by Owner or to verify the accuracy of any hyperlink and is not responsible for any errors contained in any hyperlink. The hyperlinks or any information provided in the BCBST Website regarding the hyperlinks are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to Owner. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL BCBST BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS OR LINKS ON THE BCBST WEBSITE, EVEN IF BCBST OR A BCBST AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Owner.

8. Indemnification.

Each party hereto agrees to indemnify, defend, and hold harmless the other and its directors, officers, employees, agents, parent, subsidiaries, successors, and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from, in whole or part, the performance of the party pursuant to this Agreement or any negligent acts, errors or omissions of the party, its employees, agents or contractors and its affiliated companies and their employees, agents or contractors in performing under this Agreement.

9. General.

9.1 **Governing Law.** This Agreement is made and entered into under the laws of the State of Tennessee and shall be interpreted, applied and enforced under those laws.

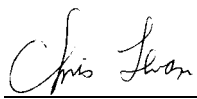
9.2 **Severability.** The provisions of this Agreement are severable, and if any one or more provisions is determined to be illegal, indefinite, invalid or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement, and any partially unenforceable provisions to the extent enforceable in any jurisdiction, shall continue in full force and effect and shall be binding and enforceable.

9.3 **No Waiver.** No waiver of any provision of this Agreement shall be deemed to be or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of any party to object to any act, omission or breach by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of any rights or remedies hereunder or otherwise provided at law or in equity.

9.4 **No Partnership.** Neither party is authorized or empowered to act for or represent the other party. Each party agrees not to do or allow any act which would imply apparent authority to act for the other party. The acts to be performed by the parties are strictly and solely in their separate status as independent parties. The recitals and other matters preceding the first numbered paragraph are a part of this Agreement, and are incorporated herein by this reference.

IN WITNESS WHEREOF the undersigned parties have entered into this Agreement on the date first written above.

**BCBST:
BLUECROSS BLUESHIELD OF TENNESSEE, INC.**

By: 

Name: Chris Levan

Title: VP Information Systems

WEB SITE OWNER:

By: _____

Name: _____

Title: _____

Broker Number: _____
(if applicable)